

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE S		PAGE OF PAGES 1 11	
2. AMENDMENT/MODIFICATION NO. 01		3. EFFECTIVE DATE 18-Sep-2017		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY NAVAL SURFACE WARFARE CENTER CRANE DIV (b)(6) BLDG 121 300 HIGHWAY 361 CRANE IN 47522-5001		CODE N00164		7. ADMINISTERED BY (If other than item 6) DCMA DAYTON BUILDING 30 AREA A 1725 VAN PATTON DRIVE WRIGHT-PATTERSON AFB OH 45433-5302		CODE S3605A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) TRI STAR ENGINEERING, INC. (b)(6) 3000 W 16TH ST BEDFORD IN 47421-3332				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N00164-14-D-GR34-0034			
				X 10B. DATED (SEE ITEM 13) 24-Feb-2017			
CODE 03WZ3		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3)							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: pdr703172413 The purpose of this modification is to: 1) add incremental funding in the amount of (b)(4) 2) update the allotment of funds clause 5252.232-9104. 3) incorporate a revised Statement of Work to correct the DID number of CDRL A004 in section 5.4 from DI-CMAN-80639C to DI-SESS-80639D. All other terms and conditions remain unchanged.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6) / CONTRACTING OFFICER TEL: (b)(6) EMAIL: (b)(6)			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY (b)(6) (Signature of Contracting Officer)		16C. DATE SIGNED 20-Sep-2017	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SUMMARY OF CHANGES

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0031

The estimated/max cost has decreased by (b)(4) from (b)(4) to (b)(4)

The fixed fee has decreased by (b)(4) from (b)(4) to (b)(4)

The total cost of this line item has decreased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 1031AB is added as follows:

ITEM NO	SUPPLIES/SERVICES	QTY	U/I	UNIT PRICE	AMOUNT
1031AB	<u>PR #: 1300654555</u> INCREMENT OF FUNDING		Lot		
	FSC/PSC: J058				
	CPFF				
	Contract ACRN AB				
				Estimated Cost	
				Fixed Fee	
				Total Estimated Cost Plus Fixed Fee	(b)(4)

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

STATEMENT OF WORK

STATEMENT OF WORK
FOR

MAINTAINING/UPGRADING AN/SPS-49 TEST AND EVALUATION SYSTEM;
MAINTAINING, OVERHAULING, AND REFURBISHING THE BELOW DECK AN/SPS-49 RADAR SYSTEM
COMPONENTS; AND MAINTENANCE OF AN/SPS-49 TEST LABORATORY
DELIVERY ORDER 0034
23 FEBRUARY 2017

1.0 SCOPE

1.1 This statement of work (SOW) sets forth the requirements for maintaining/upgrading the AN/SPS-49 Test and Evaluation System; maintaining, repairing, overhauling, refurbishing, and preparing for shipping the Below Deck AN/SPS-49 Radar System components; and maintenance of the AN/SPS-49 Test Laboratory at Naval Surface Warfare Center (NSWC), Crane, Indiana. Maintaining and upgrading the Test and Evaluation System is comprised

of identifying and installing replacement components in the Test and Evaluation System. Included is the upgrade of test equipment, work stations, and other support components.

1.2 This work is covered under the following paragraphs of the Basic contract:

Paragraph 3.7.9 AN/SPS-49 Cabinets Maintenance and Repair (Below Deck Equipment)

2.0 APPLICABLE DOCUMENTS

2.1 The documents of the revision or issue in effect at the date of delivery order (DO), or otherwise specified by the DO, form a part of this SOW to the extent described herein. The exact revision of the documents is not cited in the text of the SOW for convenience of reference. In the event of conflict between the documents referenced herein and the contents of this SOW, the contents of this SOW shall prevail.

2.2 Specifications

MIL-HDBK-217F	Reliability Prediction of Electronic Equipment, Notice 2
MIL-HDBK-235-1C	Military Operational Electromagnetic Environment Profiles (Part 1C), General Guidance
MIL-HDBK-237D	Electromagnetic Compatibility Guide for Platforms, Systems and Equipment
MIL-HDBK-472	Maintainability Prediction Notice 1
MIL-HDBK-1221	Evaluation of Commercial Off-the-Shelf Manual
MIL-PRF-23377H	Primer Coatings: Epoxy, High Solids
MIL-T-81772B	Thinner Aircraft Coating

2.3 Raytheon Documents

Performance Specification 706104

2.4 Standards

ISO 9001:2000 Quality Management Systems-Requirements

3.0 REQUIREMENTS

The contractor shall provide personnel and services necessary to maintain and support the upgrades to the AN/SPS-49 Test System. These services shall be accomplished in accordance with Paragraphs 3.1 and 3.3 respectively.

The contractor shall provide personnel, facilities, material, and equipment needed to repair, refurbish, and paint the AN/SPS-49 Below Deck Radar System and associated units. This work shall be done in accordance with Paragraph 3.2.

3.1 Requirements for System Upgrades and Maintenance of the AN/SPS-49 Test Laboratory

3.1.1 The contractor shall upgrade three AN/SPS-49 Test Systems to the latest configuration approved for testing the AN/SPS-49 Radar and components.

3.1.2 The contractor shall review the existing configuration and provide a cost estimate for upgrading three Test and Evaluation Systems to support the latest revisions.

3.1.3 The contractor shall provide personnel for the repair/fabrication of equipment, identification of qualified suppliers required, update of manuals/procedures, and upgrade of assemblies, as required, to upgrade the test and evaluation system.

3.1.4 The contractor shall validate system upgrades by applying devices which simulate the conditions the system would encounter during actual operations. Due to the unique environments which must be simulated, devices shall be designed and fabricated by the contractor to meet the requirements.

3.2 Requirements for Radar System Component Painting of 300 Units of the System

3.2.1 The contractor shall pick up the radar components at the Government facility and transport the cabinets to their paint facility.

3.2.2 All holes/vents shall be plugged to prevent over-spray and debris from accumulating on the inside of the components.

3.2.3 The contractor shall have moving equipment capable of lifting up to 6,000 lbs. to safely handle the radar components.

3.2.4 The contractor shall repair all deep scratches and dents prior to sanding.

3.2.5 Sanding of components shall be done by hand to prevent bead blast residue from getting into the equipment and damaging the electronics.

3.2.6 The radar components shall be primed prior to painting using MIL-PRF-23377H for guidance.

3.2.7 The radar components shall be painted using Navy Gray 111 Polane B polyurethane enamel paint with 45315 Flatteners and 259S Fish Eye Eliminator.

3.2.8 After painting is completed, the tape shall be removed from the radar components, any removed parts reinstalled, and the components covered for protection.

3.2.9 The contractor shall deliver the refurbished components to NSWC Crane, Building 3168.

3.2.10 Workmanship defects/transportation damage in paint or bodywork found after delivery to Government facility shall not be accepted and shall be redone/reworked by the contractor at no additional cost to the Government (including shipping of the failed units back to the contractor's facility for rework and back to NSWC Crane, Building 3168).

3.2.11 The contractor shall return the reworked components to NSWC Crane, Building 3168, within 90 work days of notification of defect. Acceptance will be as stated in Paragraph 3.2.10.

3.3 Requirements for AN/SPS-49 System Level Support

3.3.1 The contractor shall provide two system level technicians with a minimum of eight years experience maintaining and testing the AN/SPS-49 radar system and components.

3.3.2 The contractor shall provide support establishing and evaluating repair procedures associated with the AN/SPS-49 radar system and components in accordance with International Organization for Standardization (ISO) and NSWC Crane procedures.

3.3.3 The technicians shall utilize approved Procedure MIL-HDBK-1221 listed in Paragraph 2.0 of the testing, diagnosis, and repair of the AN/SPS-49 antenna system and components.

3.3.4 This work shall be performed at NSWC Crane, Building 3168, utilizing Government furnished equipment. A computer and associated equipment will be provided as required.

3.3.5 Quality Assurance - The contractor shall utilize ISO 9001:2000 Standards or Internal Quality Assurance (QA) procedures for the upgrades and refurbishment/repair of the AN/SPS-49 radar and components.

4.0 GOVERNMENT FURNISHED ITEMS

4.1 The Government will provide available technical documentation, which is deemed necessary by the technicians or engineer to make analyses and determinations as specified in Paragraph 2.0.

5.0 DELIVERABLES

5.1 A monthly status report shall be provided in accordance with Contract Data Requirements List. (CDRL A001)

5.2 Engineering Change Proposals are due for any changes to the product baseline. (CDRL A004)

5.3 A monthly DO Funds and Man-Hours Expenditure Report shall be provided to the Government. (CDRL A016)

5.4 All data deliverables shall be made as specified and in contractor format unless otherwise directed. All deliverables shall be submitted via e-mail in Microsoft compatible format whenever possible as directed per the CDRL.

CDRL:	A001
DID Number:	DI-MGMT-80227
DID Title:	Contractor's Progress, Status, and Management Report
SOW Paragraph:	5.1

CDRL:	A004
DID Number:	DI-SESS-80639D
DID Title:	Engineering Change Proposal (ECP)
SOW Paragraph:	5.2

CDRL:	A016
DID Number:	DI-FNCL-80331A
DID Title:	Funds and Man-Hours Expenditure Report
SOW Paragraph:	5.3

6.0 SPECIAL CONSIDERATIONS

6.1 Security Clearance - A SECRET clearance is required to perform the tasks of this SOW. The contractor shall have access to Department of Defense classified drawings. However, the contractor shall not input classified data into any personal computer either linked or not linked to a Government Defense network.

6.2 Period of Performance - The period of performance shall be two years from date of award.

- 6.3 Place of Performance - The work shall be performed in either Government facilities or contractor owned/leased facilities.
- 6.4 Contractor Performance – All completion times are in work days.
- 6.5 Safety – The contractor shall adhere to the applicable safety requirements of the base contract.
- 6.6. Overtime - Overtime for this effort may be required. The contractor shall propose/estimate the overtime hour requirements.

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 1031AB:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule for SUBCLIN 1031AB has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 18-SEP-2017 TO 31-DEC-2017	N/A	NAVAL SURFACE WARFARE CENTER CRANE DIV M/F: (b)(6) (BLDG 3168) BLDG 41 SE CENTRAL RECEIVING 300 HWY 361 CRANE IN 47522-5001 (b)(6) FOB: Destination	N00164

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 1031AB:

Funding on SUBCLIN 1031AB is initiated as follows:

ACRN: AB

CIN: 130065455500001

Acctng Data: 97X4930 NH1J 257 77777 0 050120 2F 000000

Increase: (b)(4)

Total: (b)(4)

Cost Code: A00004071365

The following have been added by full text:

252.204-0001 LINE ITEM SPECIFIC: SINGLE FUNDING. (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area Workflow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Cost Voucher

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

N/A

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0337
Issue By DoDAAC	N00164
Admin DoDAAC	S3605A
Inspect By DoDAAC	N/A
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	S3605A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA150
Other DoDAAC(s)	N/A

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

(b)(6)

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Cran_Acquisitn_WAWF@navy.mil

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause).

The status of invoice payments can be obtained through MOCAS myInvoice at: <https://myinvoice.csd.disa.mil/> myInvoice is a web-based application developed specifically for contractors/vendors and Government/Military employees to obtain invoice status and payment data. It is an interactive web-based system, accessible 24 hours a day/7 days a week.

Follow the website instructions and download [“Getting Started with myInvoice”](#) to assist in the registration process.

If you require additional assistance with accessing myInvoice, effective 17 Jun 2013, contact the Columbus Accounting System Helpdesk (CASH) at CCO-CASH@DFAS.MIL or Toll Free at (855) 211-6308.

The status of invoice payments may also be obtained by contacting the DFAS Paying Office designated on the contract cover page. DFAS Paying Office Vendor Pay Customer Service offices are listed below:

F03000	DFAS Dayton	1-800-756-4571 - option 4
F67100	DFAS Limestone	1-800-756-4571 - option 4
HQ0105	DFAS Indianapolis	1-888-332-7366 or 1-317-212-0300
HQ0131	DFAS Columbus Caps	1-800-756-4571 - option 2, option 2
HQ0248	DFAS Rome	1-800-553-0527
HQ0250	DFAS Rome	1-800-553-0527
HQ0302	DFAS Rome	1-800-553-0527
HQ0303	DFAS Rock Island	1-800-756-4571 - option 2, option 5
HQ0304	DFAS St. Louis	1-800-756-4571 - option 3
HQ0337	DFAS Columbus North	1-800-756-4571 - option 1
HQ0338	DFAS Columbus South	1-800-756-4571 - option 1
HQ0339	DFAS Columbus West	1-800-756-4571 - option 1
HQ0347	DFAS Indianapolis	1-888-332-7366
HQ0248	DFAS Indianapolis	1-888-332-7366 or 1-317-212-0300
HQ0490	DFAS Rome	1-800-553-0527 or 1-315-709-6001
M67443	DFAS Kansas City	1-800-756-4571 - option 5
N0024B	Navy_ERP NAVSEA HQ	1-202-781-3145
N62828	Navy_ERP NSWC Crane	cran_vendorpay@navy.mil
N64142	Navy_ERP NAWCAD	1-732-323-1082
	(Patuxent River, Lakehurst and NAVAIR HQ)	
N68732	DFAS Cleveland	1-800-756-4571 - option 2 and 4
	(Now pays DFAS Charleston N68892, DFAS Pensacola N68566, DFAS San Diego N68688)	
SL4701	DFAS Columbus EBS	1-800-756-4571 - option 2 and 2

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

5252.232-9104 ALLOTMENT OF FUNDS (NAVSEA) (JAN 2008)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S)</u>	<u>ALLOTTED TO COST</u>	<u>ALLOTTED TO FEE</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
1031AA	(b)(4)	(b)(4)	04/24/2017 TO 04/23/2019
1031AB	(b)(4)	(b)(4)	09/18/2017 TO 12/31/2017

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs 1031AA; 1031AB are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

SECTION I - CONTRACT CLAUSES

The following have been added by full text:

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line item(s) 1031AA and 1031AB is/are incrementally funded. For this/these item(s), the sum of (b)(4) (1031AA Labor in the amount of (b)(4) and 1031AB Labor in the amount of (b)(4) of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed

upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract: Refer to 5252.232-9104 Allotment of Funds clause for specific details on 1031AA and 1031AB.

(End of clause)

(End of Summary of Changes)